

COMPARED

NO. 226905 O. M. J.

MORTGAGE RECORD NO. 408

359

THIS INSTRUMENT WAS FILED FOR RECORD ON THE 6th day of April 1923 at 4:30 o'clock P. M. and duly recorded in Book 408 on page 359.

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 6th day of April 1923 at 4:30 o'clock P. M. and duly recorded in Book 408 on page 359.

Fees \$

O. G. Weaver,  
(Seal) County Clerk.  
By, Brady Brown, Deputy.

THIS INDENTURE, Made this 5th day of April, A. D. 1923, between R. A. Stekoll and Lena Stekoll, his wife, of Tulsa County, in the State of Oklahoma, part 198 of the first part, and of Tulsa, Oklahoma, part V of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Nineteen Hundred Fifty and No/100 Dollars, the receipt of which is hereby acknowledged, do hereby present grant, bargain, sell and convey unto said part V of the second part, his heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

The East Eighty-six and two-thirds (86-2/3) feet of Lots Four (4), Five and Six (6), in Block Eighteen (18), Burgess Hill Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

#1.

STATE OF OKLAHOMA, County of Tulsa.) ss.

Before me Charles D. Lash, a Notary Public in and for said County and State, on this 5th day of April, 1923, personally appeared Lena Stekoll, to me known to be the identical person who executed the within and foregoing instrument by her mark, in my presence and in the presence of Louis Stekoll and Sarah Stekoll, as witnesses, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

Charles D. Lash,  
(Seal) Notary Public.  
My commission expires Oct. 20, 1923.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of thirty-nine (39) promissory notes of even date herewith. One for \$50.00 due on or before May 5, 1923 and one due on or before the 5th, 192 day of each month thereafter until all of said thirty-nine notes are paid.

made to Eli Stein

or order, payable at Tulsa, Okla.

with Seven per cent interest per annum, payable semi-annually and signed by R. A. Stekoll and Lena Stekoll

Said first parties hereby covenant that they are owner in fee simple of said premises and that they are free and clear of all incumbrances except first mortgage for \$6,000.00 in favor of Tulsa Building and Loan Association, dated March 15, 1923.

That they have good right and authority to convey and encumber the same, and the V will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of \$5,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagee will pay to the said mortgagee One Hundred and No/100 Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if said first parties shall pay or cause to be paid to said second part his heirs or assigns said sum of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of said notes, and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of Seven per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said notes and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hand the day and year first above written.

Witness  
L. Stekoll  
Sarah Stekoll

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That of County, Oklahoma, the within named mortgagee in consideration of the sum of DOLLARS, to in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured, and the covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee ha hereunto set hand this day of 192.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, a Notary Public in and for said County and State on this 5th day of April, 1923, personally appeared R. A. Stekoll and Lena Stekoll, his wife, to me known to be the identical persons who executed the above instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my official hand and seal the day and year above set forth.

My commission expires Oct. 20, 1923. (Seal)

Charles D. Lash,  
Notary Public.